

UNITED STATES DISTRICT COURT FOR Docket No.: 13-CV-3690  
THE EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

v.

PHILIP A. BRAUCH, FRANCINE S.  
BRAUCH a/k/a FRANCYNE A. BRAUCH,  
CAPITAL ONE BANK USA, N.A.,  
SUFFOLK COUNTY, by and through the  
Clerk of First District Criminal Court, JOHN  
DOE #1 – 10 and XYZ Corporation, said  
names being fictitious, but intending to  
designate tenants, occupants or other persons,  
if any, having or claiming any estate or interest  
in possession upon the premises or any portion  
thereof known as 387 Forrest Road West,  
Mastic Beach, County of Suffolk, and State of  
New York, a/k/a S/B/L: 981.90 / 06.00 /  
028.000,

JUDGMENT OF  
FORECLOSURE AND SALE  
(SJF)

FILED  
IN CLERK'S OFFICE  
U S DISTRICT COURT E D N Y

★ JAN 06 2014 ★

LONG ISLAND OFFICE

Defendants.

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On the summons and complaint filed herein on July 27, 2013; on the notice of pendency filed in the office of the Clerk of Suffolk County on July 9, 2013; on the annexed declaration of Dolores M. Iannarone, Attorney for Plaintiff, executed on December 4, 2013, on the Affidavit of Jennifer Jackson, Single Family Housing Program Director with the USDA Rural Housing Service (formerly Farmers Home Administration), sworn to on November 26, 2013; on the returns of service on the defendants; on the notices of appearance filed herein; and upon all of the proceedings had herein, the Court finds that:

This action was brought to foreclose a mortgage on real property situated in the County of Suffolk.

The entire balance of the principal sum secured by said mortgage, with interest from October 31, 2013 and with carrying charges expended by plaintiff, is now due and payable.

All of the defendants herein have been duly served with the summons and complaint or have duly appeared by an attorney. The time to answer or move with respect to the complaint has expired as to each and all of said defendants and the same has not been extended by consent or by order of this Court. No answer or motion directed to the complaint has been interposed by or on behalf of any defendant. None of the defendants is an infant, incompetent or absentee. Accordingly, each and all of the defendants is in default.

A notice of pendency containing all of the particulars required by law has been duly filed as aforesaid.

The mortgaged premises should be sold in one parcel.

The amount computed by the Court to be due to plaintiff on the bond and mortgage described in the complaint is now \$125,317.34 with interest and advances for real estate taxes, assessments, water rates and other charges expended by plaintiff through November 7, 2013 and does include principal on the Primary and Secondary Notes in the amount of \$45,564.67 with interest thereon at the rate of 9.5% in the amount of \$15,116.52; advances in the amount of \$15,995.42 with credit subject to recapture pursuant to 42 U.S.C. § 1490a of \$58,245.67 in the amount of \$2,218.36; subsidies in the amount of \$45,363.87 and escrow/impound fees of \$1,058.50, amounting in all to the sum of \$125,317.34, plus interest, costs and disbursements from November 7, 2013.

NOW, on motion of plaintiff United States of America, it is

ORDERED AND ADJUDGED, that this action be, and the same hereby is, dismissed as against "JOHN DOE #1" through "JOHN DOE #2" and that the names of

defendants "JOHN DOE #1" through "JOHN DOE #2" be, and the same hereby are, stricken without prejudice from all of the proceedings had and all of the papers filed herein; and it is further

ORDERED AND ADJUDGED, that the default of each and all of the defendants be, and the same hereby is, noted; and it is further

ORDERED AND ADJUDGED, that the plaintiff have judgment herein for the sum of \$125,317.34 plus interest, costs and disbursements from November 7, 2013 at the daily per diem rate of \$4.2113 on Primary Note - account number 5202242, of \$3.4935 on the Secondary Note - account number 5202255, of \$4.1333 on the Secondary Note - account number 5202268, and of \$2.4051 on Advances from November 7, 2013 to the date of entry of judgment and thereafter at the legal rate; and for the sum of \$900.00, as taxed by the Court for the costs and disbursements of plaintiff in this action, with interest as aforesaid, for the total amount of \$\_\_\_\_\_ and it is further

ORDERED AND ADJUDGED, that the mortgaged premises described in the complaint and as hereinafter described, be sold in one parcel, subject to the following: any state of facts that an accurate survey may show; easements, covenants, restrictions or reservations of record, if any; zoning restrictions and any amendments thereto according to law, and now in force; existing violations and orders of the appropriate departments of any City, Town or Village, if any; the physical condition of the premises at the time of closing; and without any apportionments or adjustments; at public auction to be held in the lobby of the United States District Court, Eastern District of New York, Long Island Federal Courthouse, 100 Federal Plaza, Central Islip, New York by and under the direction of William Wexler, Esq., who is hereby appointed Master for that purpose; that said Master give public notice of the time and

place of said sale according to federal law and the practice of this Court by advertising in Newsday, a daily newspaper; that plaintiff or a governmental agency thereof or any other party to this action may become the purchaser at such sale; that in the event plaintiff or such governmental agency shall become the purchaser at the said sale it shall not be required to make any deposit thereon; that said Master execute and deliver to the purchaser at such sale a deed of the premises sold; all taxes, assessments, water rates and other encumbrances which at the time of sale are liens or encumbrances upon said premises will be paid by the Purchaser in addition to the bid price, unless the purchaser shall, previous to the delivery of the Deed, produce to the Master proof of the payment of such liens or encumbrances including any interest or penalties due which may lawfully have accrued thereon to the day of the payment. Any state or local real estate transfer tax or real property transfer tax will be paid by the purchaser.

That the said Master then deposit the balance of said proceeds of sale in his own name as Master in the Chase Bank, located at Deer Park, New York, and shall thereafter make the following payments and his checks drawn for that purpose shall be paid by said depository:

1st: The sum of \$750.00 to said Master for his fees herein.

2nd: The expenses of the sale and the advertising expenses as shown on the bills presented to said Master and certified by him to be correct, duplicate copies of which shall be left with said depository.

3rd: The sum of \$900.00 to plaintiff, adjudged as aforesaid to plaintiff for its costs and disbursements in this action, with interest from the date hereof; and also the sum of \$\_\_\_\_\_ the amount computed by the Court and adjudged to plaintiff as aforesaid, with interest from November 7, 2013.

Said Master shall take the receipt of plaintiff or its attorney for the amounts paid as directed in item marked "3rd" and shall file it with his report of sale. Said Master shall deposit the surplus moneys, if any, with the Clerk of this Court within 5 days after the same shall be received and ascertainable, to the credit of this action, to be withdrawn only on the order of a Judge of this Court.

In the event that plaintiff or a governmental agency thereof is the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchaser at said sale and the terms of sale under this judgment shall be assigned to and be acquired by plaintiff or any such governmental agency, and a valid assignment thereof be filed with said Master, said Master shall not require plaintiff or such governmental agency to pay in cash the amount bid at such sale, but shall execute and deliver to plaintiff or such governmental agency a deed of the premises sold. Plaintiff or such governmental agency shall pay the amount specified above in items marked "1st", "2nd" and "3rd" and shall also pay the amount of the aforesaid taxes, assessments, water rates, sewer rents and interest and penalties thereon, if any. Said Master shall apply the balance of the amount bid, after deducting therefrom the aforesaid amounts paid by plaintiff or such governmental agency, to the amounts due plaintiff in item marked "3rd", and if there be a surplus over and above said amounts due and allowed to plaintiff, plaintiff shall pay to said Master, upon delivery of said Master's Deed, the amount of such surplus, and said Master shall deposit said surplus as hereinabove directed.

Said Master shall make his report of such sale and shall file it with the Clerk of the Court with all convenient speed. If the proceeds of such sale be insufficient to pay the amount adjudged due to plaintiff with the expenses, interests and costs as aforesaid, said Master shall specify the amount of such deficiency in his report of sale; and it is further

ORDERED AND ADJUDGED, that the purchaser at said sale be let into possession on production of the Master's deed; and it is further

ORDERED AND ADJUDGED, that each and all of the defendants in this action, and all the persons claiming under them, or any or either of them, after the filing of the notice of the pendency of this action, be and they hereby are forever barred and foreclosed of all right, title, claim, interest, lien and equity of redemption in said mortgaged premises and each and every part thereof.

The following is a description of said mortgaged premises hereinbefore mentioned: See Annexed Description of Property.

The said premises are also known as 387 Forrest Road West, Mastic Beach, County of Suffolk and State of New York, a/k/a S/B/L 981.90 / 06.00 / 028.000.

Together with all right, title and interest of the owner, if any, in and to the land lying in the streets and roads in front of and adjoining said premises, to the center line thereof.

Together with all fixtures and articles of personal property annexed to, installed in, or used in connection with the mortgaged premises, as is more fully set out in said Mortgage.

Dated: January 6, 2014, New York

s/ Sandra J. Feuerstein

Honorable Justice Sandra J. Feuerstein  
United States District Court Judge